



Customer No. 22,852
Attorney Docket No.: 09812.0497-00
Application No.: 09/741,668

REMARKS

In the Office Action¹, the Examiner objected to the specification, rejected claims 1-11, 15-22, and 57 under under 35 U.S.C. § 112, first paragraph; rejected claims 1-11 and 15-17 under 35 U.S.C. § 103(a) as unpatentable over U.S. Patent No. 5,768,382 to Schneier et al. ("Schneier"), in view of U.S. Patent No. 5,671,412 to Christiano ("Christiano"), and further in view of U.S. Patent No. 5,629,980 to Stefik et al. ("Stefik"); rejected claims 18-22 under 35 U.S.C. § 103(a) as unpatentable over *Schneier*, in view of *Christiano*, in view of *Stefik*, and further in view of U.S. Patent No. 5,590,288 to Castor et al. ("Castor"); and rejected claim 57 under 35 U.S.C. § 103(a) as unpatentable over *Christiano* in view of *Stefik*. Claims 1-11, 15-22, and 57 remain pending and under current examination.

Regarding the objection to the specification, the Examiner states there is no antecedent basis for the limitation "wherein the purchase mode is determined from one or more purchase mode options, and each purchase mode option has a different level of restriction imposed on a playback operation" (Office Action at page 3). Applicants respectfully disagree.

The specification states, for example, "[t]he purchase modes of the content include, for example, 'sell through' in which no restriction is imposed on playback operation by the purchaser and copying for the use of the purchaser, 'time limited' in which the period of use is restricted, 'pay per play' in which charging incurs every time the content is played back, 'pay per SCMS' in which charging incurs every time the

¹ The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

copied content is played back in a SCMS device, 'sell through SCMS copy' in which copying in a SCMS device is allowed, and 'pay per copy N without copy guard' in which charging incurs every time the content is played back without setting a copy guard" (Specification at page 101, lines 2-12). "The purchase modes of the content include 'sell through' in which no restriction is imposed on playback operation by the purchaser and copying for the use of the purchaser, 'pay per play' in which charging incurs every time the content is played back, and so on" (Specification at page 208, lines 4-8).

Applicants submit that these passages, among others, provide antecedent basis the claimed limitation. Therefore, Applicants respectfully request reconsideration and withdrawal of the objection to the specification.

Regarding the rejection of claims 1-11, 15-22, and 57 under 35 U.S.C. § 112, first paragraph, the Examiner states that independent claims 1, 17, and 57 "have been amended to include the limitation 'wherein the purchase mode is determined from one or more purchase mode options, and each purchase mode option has a different level of restriction imposed on a playback operation.' It appears that there is no written description of such a limitation in the present specification" (Office Action at page 4).

As previously stated, the specification states, for example, "[t]he purchase modes of the content include, for example, 'sell through' in which no restriction is imposed on playback operation by the purchaser and copying for the use of the purchaser, 'time limited' in which the period of use is restricted, 'pay per play' in which charging incurs every time the content is played back, 'pay per SCMS' in which charging incurs every time the copied content is played back in a SCMS device, 'sell through SCMS copy' in which copying in a SCMS device is allowed, and 'pay per copy N without copy guard' in

which charging incurs every time the content is played back without setting a copy guard" (Specification at page 101, lines 2-12). "The purchase modes of the content include 'sell through' in which no restriction is imposed on playback operation by the purchaser and copying for the use of the purchaser, 'pay per play' in which charging incurs every time the content is played back, and so on" (Specification at page 208, lines 4-8).

Applicants submit that these passages, among others, provide written description for the claimed limitation. Therefore, Applicants respectfully request reconsideration and withdrawal of the rejection of claims 1-11, 15-22, and 57 under 35 U.S.C. § 112, first paragraph.

Applicants respectfully traverse the rejection of claims 1-11 and 15-17 under 35 U.S.C. § 103(a). The prior art cited by the Examiner, *Schneier*, *Christiano*, and *Stefik*, even if combined as suggested by the Examiner, does not teach or suggest each and every element of claims 1-11 and 15-17. A *prima facie* case of obviousness has, therefore, not been established.

Claim 1 recites a data processing apparatus including, for example:

an arithmetic processing circuit . . .

. . .

wherein said arithmetic processing circuit determines at least one of a purchase mode and a usage mode of the content data based on a handling policy indicated by the usage control policy data . . .

. . .

wherein the purchase mode is determined from one or more purchase mode options, and each purchase mode option has a different level of restriction imposed on a playback operation.

(emphasis added). The Examiner states "neither *Schneier* nor *Christiano* explicitly discloses that the purchase mode is determined from one or more purchase mode

options, each having a different level of restriction imposed on a playback operation" (Office Action at page 6). The Examiner cites col. 17, line 63 - col. 26, line 35 of *Stefik* to allegedly teach this limitation.

This passage of *Stefik* discloses usage rights language. A right 1450 has a label which indicates "the use or distribution privileges that are embodied by the right" (col. 18, lines 27-28). The right corresponds to a particular way in which a digital work may be used or distributed. The right specifies conditions, such as copy count, control, time, access, and fee conditions that must be satisfied (col. 19, lines 23-26).

Such rights and distribution privileges do not teach or suggest the claimed purchase mode. Therefore, *Schneier*, *Christiano*, and *Stefik* do not teach or suggest the claimed combination of elements, including a purchase mode determined "from one or more purchase mode options, and each purchase mode option has a different level of restriction imposed on a playback operation," as recited in claim 1.

Accordingly, *Schneier*, *Christiano*, and *Stefik* fail to establish a *prima facie* case of obviousness with respect to claim 1, at least because the references fail to teach each and every element of the claim. Claims 2-11 and 15-16 depend from claim 1 and are thus also allowable for at least the same reasons as claim 1.

Independent claim 17, though of different scope from claim 1, recites limitations similar to those set forth above with respect to claim 1. Claim 17 is therefore allowable for at least the reasons presented above.

Regarding the rejection of claim 57, the Examiner states that *Christiano* "does not explicitly disclose that the purchase mode is determined from one or more purchase mode options, each having a different level of restriction imposed on a playback

operation" (Office Action at page 13). The Examiner again cites col. 17, line 63 - col. 26, line 35 of *Stefik* to allegedly teach this limitation.

As previously stated, *Stefik* discloses usage rights language. A right 1450 has a label which indicates "the use or distribution privileges that are embodied by the right" (col. 18, lines 27-28). The right corresponds to a particular way in which a digital work may be used or distributed. The right specifies conditions, such as copy count, control, time, access, and fee conditions that must be satisfied (col. 19, lines 23-26).

Such rights and distribution privileges do not teach or suggest the claimed purchase mode. Therefore, *Christiano* and *Stefik* do not teach or suggest the claimed combination of elements, including a purchase mode determined "from one or more purchase mode options, and each purchase mode option has a different level of restriction imposed on a playback operation," as recited in claim 1.

Although the Examiner cites *Castor* in the rejection of dependent claims 18-22, Applicants respectfully assert that *Castor* fails to cure the deficiencies of *Schneier*, *Christiano*, and *Stefik* discussed above. Therefore, claims 18-22 are also allowable at least due to their dependence from claim 17.

In view of the foregoing remarks, Applicants respectfully request reconsideration of this application and the timely allowance of the pending claims.

Customer No. 22,852
Attorney Docket No.: 09812.0497-00
Application No.: 09/741,668

Please grant any extensions of time required to enter this response and charge
any additional required fees to our deposit account 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: December 6, 2006

By: /David W. Hill/
David W. Hill
Reg. No. 28,220